

Fort Madison

Fort Madison FF Assn. #607

7/1/2006 6/30/2008

FORT MADISON / FF ASSN. #607

06-08

AGREEMENT

BETWEEN

CITY OF FORT MADISON, IOWA

AND

FORT MADISON FIRE FIGHTERS ASSOCIATION, LOCAL NO. 607

**July 1, 2006**

TO

**June 30, 2008**

## INDEX

	PAGE
PREAMBLE.....	2
ARTICLE 1 - RECOGNITION.....	3
ARTICLE 2 - INTENT AND PURPOSE.....	3
ARTICLE 3 - DEFINITIONS.....	3
ARTICLE 4 - MANAGEMENT RIGHTS.....	4
ARTICLE 5 - ASSOCIATION RIGHTS & RESPONSIBILITIES.....	4
ARTICLE 6 - DUES CHECKOFF.....	4
ARTICLE 7 - CIVIL SERVICE.....	4
ARTICLE 8 - HOURS OF WORK.....	4
ARTICLE 9- OVERTIME.....	5
A. OVERTIME.....	5
B. CALLBACK.....	5
ARTICLE 10 - JOB CLASSIFICATION.....	5
ARTICLE 11 - GRIEVANCE .....	6
ARTICLE 12 - HOLIDAYS.....	7
ARTICLE 13 - VACATIONS.....	7
ARTICLE 14 - LEAVES OF ABSENCE.....	8
A. SICK LEAVE.....	8
B. FUNERAL LEAVE.....	9
C. VOTING LEAVE.....	10
D. LEAVE OF ABENCE WITHOUT PAY.....	10
E. PERSONAL DAY.....	10
ARTICLE 15 - HEALTH AND SAFETY.....	11
ARTICLE 16 - UNIFORM AND EQUIPMENT.....	11
ARTICLE 17 - INSURANCE.....	11
A. HEALTH INSURANCE.....	11
B. LIFE INSURANCE.....	12
ARTICLE 18 - SUPPLEMENTAL PAY.....	12
A. LONGEVITY.....	12
B. EDUCATION PAY AND REIMBURSEMENT.....	12
C. CHAUFFEURS LICENSE.....	13
D. HAZMAT CERTIFICATION.....	13
E. PARAMEDIC PAY.....	13
ARTICLE 19 - COMPENSATION.....	13
ARTICLE 20 - GENERAL CONDITIONS.....	13
ARTICLE 21 - EFFECTIVE PERIOD.....	14
APPENDIX A.....	15

## PREAMBLE

THIS AGREEMENT is executed by the City of Fort Madison, Iowa, hereinafter called "Employer", and the Fort Madison Firefighters Association, Local No. 607, hereinafter called "Association".

## ARTICLE 1

### RECOGNITION

Section 1. The Employer recognizes the Association as the sole and exclusive bargaining representative for those employees of the City of Fort Madison, Iowa, in the following bargaining unit established pursuant to Order of Certification dated August 20, 1980 in PERB Case No. 1471, to-wit:

All employees of the City of Fort Madison Fire Department, including all engineers and firefighters, and excluding captain, assistant chief, fire marshal, chief and all others excluded by Section 4 of the Act.

and for those employees of the City of Fort Madison, Iowa, certified by the Public Employment Board to be members of the bargaining unit during the effective period of this Agreement.

## ARTICLE 2

### INTENT AND PURPOSE

Section 1. The Employer and the Association recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Fort Madison, Iowa.

Section 2. The Employer and the Association further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, in order to assure the effective and efficient operation of the City of Fort Madison, Iowa.

## ARTICLE 3

### DEFINITIONS

Section 1. ACT is the Iowa Public Employment Relations Act as it may be amended from time to time.

Section 2. ANNIVERSARY DATE is the anniversary of the calendar date of the employee's last date of hire.

Section 3. BARGAINING UNIT is the bargaining unit recognized by the Employer and defined in Article 1, Recognition.

Section 4. CITY is the City of Fort Madison, Iowa.

Section 5. PERB is the Iowa Public Employment Relations Board.

Section 6. A REGULAR EMPLOYEE is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

Section 7. PROBATIONARY EMPLOYEE is an employee who has not successfully completed twelve (12) consecutive months of continuous service. During the probationary period, such employee may be removed or discharged from such position without cause or the right to grievance.

Section 8. Except where the context clearly indicates otherwise, the word "Employee" when used in this Agreement shall be limited to mean "regular" employee.

Section 9. CHIEF shall include the designated representative of the Fire Chief.

## ARTICLE 4

### MANAGEMENT RIGHTS

Section 1. Employer shall retain all rights as set out in the Code of Iowa 20.7 as amended except as expressly stated in this agreement.

## ARTICLE 5

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1. Employees under this agreement shall retain all rights and authority as granted in Code of Iowa 20.8 as amended.

## ARTICLE 6

### DUES CHECKOFF

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly Association dues in the amount certified in such authorizations. The Employer will remit such money to the Treasurer of the Association no later than fifteen (15) days after the money has been withheld.

Section 2. The Employer may agree, upon appropriate written authorization from an employee, to make deductions for other purposes as conditions permit. The Employer will make deductions in the amount certified in such authorization, and will remit said deducted sum to the payee designed by the employee. At such time as the capacity is available, the employer shall, upon appropriate written authorization from an employee, make deductions for United States Savings Bonds.

Section 3. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the Employer and the Association and shall automatically be cancelled upon termination of employment.

Section 4. The Association and the employee agree to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Association dues or other deductions on behalf of the employee.

## ARTICLE 7

### CIVIL SERVICE

Section 1. In all matters involving hiring, promotions, demotions, layoffs, suspensions and discharges, the parties agree that these matters are under the jurisdiction of Chapter 400, The Code, Civil Service, and agree to follow the provisions of such Chapter as amended.

## ARTICLE 8

### HOURS OF WORK

Section 1. The Employer shall establish and post the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served.

The hours as posted shall set forth the normal workday, workweek and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule.

Section 2. It is understood and agreed that the determination of the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer.

Section 3. The normal workday shall consist of twenty-four (24) consecutive hours and the normal work schedule shall consist of one (1) workday of twenty-four (24) consecutive hours on and two (2) workdays of forty-eight consecutive hours off.

Section 4. It is understood and agreed that the Employer may have to revise work schedules in order to adequately staff each shift and the Employer agrees to give the affected employees as much advance notice as possible of a change in the employee's schedule of hours to be worked. The Employer shall give the Association as much advance notice as possible of any major change in work schedules.

## ARTICLE 9

### OVERTIME

#### A. OVERTIME

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer and actually worked in excess of the employee's normal workday or work schedule. It is the policy of the Employer to keep overtime work to a minimum.

Section 2. Compensation shall not be paid twice for the same hours, nor shall there be any pyramiding of overtime.

Section 3. Employees shall be required to work such overtime, as the Employer requires. Overtime will not be used as a disciplinary tool, either to punish employees or to reward employees.

Section 4. Overtime will be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. An employee's regular straight time hourly rate of pay is computed by dividing the employee's base salary as set out in Appendix A, attached hereto and by this reference made a part hereof, by 2080 hours. It shall be computed to the nearest one-half (1/2) hour for payment.

#### B. Callback

Section 1. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the overtime rate. The minimum does not apply when an employee is ordered to work beyond the employee's regular shift, except that, in such case, the employee shall be paid a minimum of two (2) hours pay at the overtime rate if such work exceeds ten (10) minutes beyond the employee's regular shift.

## ARTICLE 10

### JOB CLASSIFICATION

Section 1. In the event that any employee is assigned to a higher or lower job classification on a temporary basis, said employee shall receive his own pay or the pay designated for such other classification in which the employee is temporarily serving, whichever is higher. For the purpose of calculating pay the

day in which the employee serves in the higher job classification will be counted at the higher wage rate and for the time that employee serves in the higher job classification.

Section 2. The titles of Engineer and Back-up Engineer are not considered as job classifications for the purpose of temporary upgrade, except when a Firefighter is temporarily upgraded to Engineer.

## ARTICLE 11

### GRIEVANCE PROCEDURE

#### Section 1. Definition – General Rules:

a) The word “Grievance” wherever used in this Agreement shall mean any difference between the employee and the Association or any employee with regard to the interpretation, application, violation of any of the express terms and provisions of this Agreement.

b) If a grievance is not presented or appealed within the time limitations as hereinafter provided, the grievance shall have no further validity or effect and will be considered to be abandoned.

Section 2. Procedure – A grievance that may arise shall be processed and settled in the following manner:

a) Step 1. - The grievance shall be discussed informally between the employee involved and the employee’s immediate supervisor within five (5) calendar days after the occurrence of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his oral answer to the aggrieved employee within five (5) calendar days after such discussion. The failure of the supervisor to reply within said five (5) calendar day period shall be deemed a denial of the grievance and may be appealed to the next step.

b) Step 2. If such grievance is not settled in Step 1, the aggrieved employee may appeal. The employee shall within five (5) calendar days following completion of Step 1, present the grievance in writing to the Fire Chief or his designated representative. The grievance shall contain a statement from the employee specifying what relief or remedy is desired. The Fire Chief or his designated representative shall investigate the grievance and issue a decision in writing thereon within a period of five (5) calendar days. The failure of the Fire Chief or his designated representative to issue a written decision within said five (5) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

c) Step 3. If such grievance is not settled in Step 2, the aggrieved employee shall within five (5) calendar days following completion of Step 2 present the grievance in writing to the City Manager. The grievance shall contain a statement from the employee specifying what relief or remedy is desired, and shall specify the section of this agreement, which is to be interpreted, applied or considered. The City Manager shall meet with the employee, review the grievance and issue a decision in writing thereon within a period of ten (10) calendar days following receipt of the grievance. Failure of the City Manager to issue a written decision within said ten (10) calendar days shall be deemed a denial of the grievance and may be appealed to the next step

d) Step 4. If the grievance is not settled in Step 3 the aggrieved employee may appeal to arbitration. The employee shall request arbitration by written notice submitted to the Mayor within five (5) calendar days after completion of Step 3. The written notice shall be signed by the employee and shall contain a statement specifying the relief or remedy desired and the specific section of this Agreement, which is to be interpreted or considered by the arbitrator. A representative of the Employer and the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer’s receipt of the arbitration request the Iowa Public Employment Relations Board is to submit a list of five (5) arbitrators. Upon receipt of the list, the parties’ designated representatives shall determine by lot the order



of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

An arbitrator selected pursuant to the above provision shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer and the employee.

The Employer and the employee will share equally any joint cost of the arbitration procedure, such as fees and travel expenses for the arbitrator, and the cost of a hearing room and transcript.

The arbitrator specifically shall not have authority to accept or decide any grievance, which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 400. The Code. Civil Service).

Section 3. The Association shall have the right to be present and state its views at any and all stages of the grievance procedure after Step 1.

## ARTICLE 12

### HOLIDAYS

Section 1. The Employer shall pay holiday pay for New Year's Day, Thanksgiving Day, Independence Day, Christmas Day, the Friday after Thanksgiving Day, and the Friday before Easter on the days that they occur. Washington's Birthday, Memorial Day, Labor Day, and Veterans' Day shall be paid for on the date the holiday is nationally observed.

Section 2. The Employer shall designate the day on which the holiday is to be observed. For purposes of this Article, a holiday shall be presumed to commence with the shift change on the day on which the holiday is to be observed, and shall continue until the next shift change.

Section 3. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than thirty (30) calendar days and, unless excused, must report for work at the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

Section 4. An eligible employee who performs no work on a holiday shall be paid the employee's regular pay and shall be paid for an additional eight (8) hours of pay at the employee's regular straight time hourly rate of pay as computed in Article 10, Section 4.

Section 5. An eligible employee who works a scheduled workday on any day designated as a holiday, as determined by Section 2 of this Article, shall receive the employee's regular pay and shall be paid an additional eight (8) hours of pay at the employee's overtime hourly rate of pay as computed in Article 10, Section 4.

## ARTICLE 13

### VACATIONS

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be earned by employees after continuous service pursuant to the following schedule:

- a) During the first year of employment, one (1) week.
- b) During the second through fifth year of employment, two (2) weeks.
- c) During the sixth through twelfth year of employment, three (3) weeks.
- d) During the Thirteenth through nineteenth year of employment, four (4) weeks.
- e) During the twentieth and every year thereafter, five (5) weeks.

No vacation will be granted or paid during the first year of employment until the employee has completed the entire year's service. Hereafter, vacation will be earned on a monthly basis, one-twelfth (1/12) of the vacation being earned each month.

Section 2. A week, for the purpose of this Article, shall mean a period of three (3) consecutive duty shifts, except that, when an employee retires, the amount of vacation leave paid to the employee will be calculated on the basis of a week meaning two-and-one-half (2 ½) duty shifts.

Section 3. An employee may designate any of the employee's vacation as single 24-hour shifts off, or any number of consecutive 24 hours duty shifts off. Vacation time may be used at anytime during the year provided that the employee requests the time off and obtains permission from the supervisor prior to the day off. Any requested vacation 48 hours or less prior to and pertaining to the next 24 hours work shift will be on a first-come-first-served basis.

Section 4. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date. Accordingly:

- a) All vacations earned must be taken by the employee prior to the employee's next anniversary date, except that, upon request, the Chief, within ten (10) calendar days, may allow not to exceed two (2) weeks of vacation to be carried over to the next year. This permission, if granted, shall be in writing and shall be inserted in the employee's personnel file.
- b) No employee shall be entitled to vacation pay in lieu of vacation.
- c) An employee who terminates employment shall receive any vacation earned for the years prior to the employee's last anniversary date and not previously taken; and employee who voluntarily terminates giving two (2) weeks' notice to the Employer, dies or retires, shall received any vacation earned during the employee's current anniversary year and not previously taken.

Section 5. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer' provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

## ARTICLE 14

### LEAVES OF ABSENCE

#### A. SICK LEAVE

Section 1. Sick leave shall be used for disabling or confining personal illness or injury subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer carrying worker's compensation.

Section 2. Sick leave may be utilized by an employee for an emergency in the employee's immediate family. The Chief will determine what constitutes an emergency.

Section 3. Each employee shall be granted twelve (12) working hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of eleven hundred sixty (1,160) working hours. Probationary employees will not be allowed to use sick leave benefits until they have successfully completed three (3) months of the probationary period, at which time the employee will be credited with any sick leave earned during said three (3) month period.

Section 4. The Employer reserves the right to require a physician's signature for any absence due to sickness. Misuse of sick leave or misrepresentation in connection therewith shall constitute proper cause for discipline.

Section 5. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 6. No employee is entitled to compensation for unused sick leave time. However, eight (8) hours of compensatory time off will be earned at the end of each calendar quarter during which no sick leave was used and an employee can request to use this compensatory time off with a minimum of one (1) hour increments provided that minimum staffing as specified in Section 2, Article 14 is met. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

Section 7. Sick leave benefits will be paid at the employee's regular straight time rate within the employee's regular job classification.

Section 8. An employee injured in the actual performance of duty is not entitled to sick leave hereunder, as that situation is covered by Chapter 411 Code of Iowa, as amended. No employee shall be entitled to sick leave and the benefits of Chapter 411.

Section 9. An employee shall be paid all unused and accumulated sick leave up to two hundred (200) hours upon regular retirement if the employee has twenty (20) or more years of service. The value of the sick leave will be calculated by dividing the employee's average compensation as used in the retirement formula by 2080 to arrive at an hourly rate and then multiplying this hourly rate by the number of hours, two hundred (200) maximum, standing to the employee's credit. The employee may use this balance to pay any portion of the monthly health insurance premium. The applicable monthly health insurance premium shall be the same as that calculated for active employees.

## **B. FUNERAL LEAVE**

Section 1. In the case of the death of a spouse or child (including a stepchild) the employee will be granted three (3) working days of paid leave not including the day of notification, the employee is working, which may be taken at any time commencing with the death of the spouse

Section 2. In the case of death in the immediate family, an employee will be granted not to exceed two (2) working days of paid leave commencing with the death of the family member. Immediate family includes employee's and/or spouse's parents, grandparents, grandchildren (including stepparent) sisters and brothers (including stepsister and stepbrother) and employee's brother-in-law and sister-in-law. If the employee is working on the day of notification, and the employee leaves the shift, such time will be charged to sick leave.

Section 3. In case of death in the family, an employee who has had six (6) months of continuous employment, will be granted not to exceed one (1) working day of paid leave. "Family" is defined as Employee's and or spouse's aunt, uncle, nephew, niece, first cousin, and any other relative living in the employee's household.

Section 4. In case of death of a friend, an employee who has had six (6) months of continuous employment will be granted not to exceed four (4) hours of paid leave in order to attend the funeral with the approval of the Chief or supervisor in charge of the department.

Section 5. In the event that an employee requires additional time off from work in order to attend the funeral, the employee may with the written approval of the Chief, be given additional time off from work without pay so that the total amount of paid leave and unpaid leave does not exceed a total of three (3) working days.

#### C. VOTING LEAVE

Section 1. An employee required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

#### D. LEAVE OF ABSENCE WITHOUT PAY

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the Employer and approved in writing. The employee will be given a copy of the authorization.

Section 2. Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick, vacation or other leave.

Section 3. In the event an employee fails to return to work at the end of any such leave, said employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 4. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll
- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits during the period absence; and
- d) shall not acquire additional seniority during said leave, if said leave is for a period exceeding sixty (60) days. The Employer may make exceptions to any of the above conditions (a-c) for leaves not exceeding fifteen (15) days.

#### E. PERSONAL DAY

Section 1. An employee shall be entitled to two (2) working days off to be used at any time during the contract year, provided that the employee must request the days off and obtain permission of the supervisor at least one (1) working day prior to the days off. These personal days cannot be carried over beyond the contract year.

## ARTICLE 15

### HEALTH AND SAFETY

Section 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2. The association and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3. The employee shall observe and follow all regulations established by the Employer relating to health and safety, and relating to the protection of the Employer's property.

Section 4. All employees are required to provide evidence of physical fitness and ability to perform essential job functions, and provide evidence of freedom from communicable disease at initial employment and at two (2) year intervals, or at intervals prescribed for special rescue team assignments, and at the Fire Chiefs discretion following initial employment. Each employee shall receive a medical examination, by a licensed physician chosen by the Employer, every two years, unless required by the Chief of the Fire Department under special circumstances, during the period commencing thirty (30) days following the employee's birthday. A written report of the medical examination shall be provided to the Employer and the Employer shall pay for the examination. Each employee agrees to sign whatever waivers are necessary in order to allow the written report of the medical examination to be forwarded to the Chief for insertion in the employee's personnel file.

Section 5. The City will furnish non-prescriptive glasses where required. The Employer will furnish the first pair of prescription safety glasses but the Employer will not pay for the examination or tinting and will only pay for safety eye frames. Replacements after this initial purchase shall be at the employee's expense except when damaged in the course of duty through no negligence of the employee, or when a prescription change is necessary.

## ARTICLE 16

### UNIFORM AND EQUIPMENT

Section 1. The Employer shall furnish to the employee any item of clothing required by the Employees as part of the employee's uniform.

Section 2. An employee shall be responsible for properly caring for said required uniform and clothing. Worn out or damaged items of clothing required by the Employer as part of the employee's uniform shall be turned into the Employer at the time that replacement items are issued. Upon termination of employment or when ordered to do so by the Employer, the employee shall return all items of uniform and clothing to the Employer.

## ARTICLE 17

### INSURANCE

#### A. HEALTH INSURANCE

Section 1. The Employer shall provide a group health and accident insurance policy for each full time employee and his or her family dependents consistent with the Wellmark Blue Cross Blue Shield Alliance Select PPO which shall provide a \$400.00 single and a \$800.00 family deductible, maximum out of pocket single \$800.00, maximum out of pocket family \$1600.00, 10% co-pay within the provider network and 20% co-pay outside the provider network, a drug card of \$10/\$20/\$30, and one million dollar

(\$1,000,000) lifetime coverage. Prior to any change in the policy or in the carrier, the Employer agrees to meet and confer with the Association.

Section 2. The Employer shall pay 100% of the single coverage premium. An employee may elect coverage for family or dependents, in which case the employee will pay forty dollars (\$40.00) per month of the family premium and the Employer will pay the balance of the monthly family premium.

#### B. LIFE INSURANCE

Section 1. The Employer shall, at no cost to the employee, maintain a life insurance policy for each employee in the face amount of Twenty Thousand Dollars (\$20,000).

Section 2. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy.

### ARTICLE 18

#### SUPPLEMENTAL PAY

##### A. LONGEVITY

Section 1. Longevity shall be paid to employees who have worked for the Employer for continuous stated periods of time as follows, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Month</u>
5 years	\$ 30.00
10 years	\$ 40.00
15 years	\$ 55.00
20 years	\$ 70.00
25 years	\$ 90.00

Section 2. The above sums will be added to the paycheck of the affected employee commencing on the first payroll of the month following the date that the employee has completed the required years of continuous service.

##### B. EDUCATION PAY AND REIMBURSEMENT

Section 1. Any sworn fire fighter who is a regular employee and who hereafter takes any college course will be reimbursed by the Employer for seventy-five percent (75%) of the required textbooks and tuition upon satisfactory completion of any such course with a grade of "C", or better, providing that no other governmental agency has paid for or contributed to said costs.

Section 2. The term "college course" as used herein, means any subject, which is normally taken as a required or elective course for a degree with a major in fire science. In case of dispute, the Chief will determine whether a course qualified as a "college course".

Section 3. Each sworn fire fighter who is a regular employee shall receive as additional compensation the amount of One dollar and thirty five cents (\$1.35) per month for each semester hour of a completed "College Course" in which the employee has received a passing final grade, but not to exceed a total of Sixty Dollars (\$60.00) per month for all college credits. This increased compensation shall be applicable to courses heretofore or hereafter completed.

Section 4. No probationary employee is entitled to reimbursement or additional compensation.

Section 5. In order to qualify for additional compensation, or for reimbursement, the university or college must send a transcript of the completed course and grade to the Chief. Upon receipt of such transcript, and provided the course is approved and the grade meets the standards set out in this Article, the chief shall take the necessary steps to see that the employee received proper reimbursement and proper additional compensation.

Section 6. No employee will be allowed to take college courses on scheduled time.

#### C. CHAUFFERS LICENSES

Section 1. All Fire Engineers will be required to have a chauffeur's license. The cost differential between a regular passenger car license and a chauffeur's license will be reimbursed upon submittal of an appropriate receipt to the Chief.

#### D. HAZMAT CERTIFICATION PAY

Section 1. Hazmat Certification pay will pay out equally to all employees who are Hazmat Certified. The total amount budgeted for FY 06/07 and FY 07/08 is \$3000.00. This total amount will be divided by the number of employees entitled to Hazmat Certification pay, to reach a total for each entitled individual for FY 05/06. The total individual yearly amount will then be divided by 26 to obtain the amount to be paid each payroll.

In the event an additional employee(s) become Hazmat Certified during FY 05/06, then the formula for re-calculating the equal amount to be paid all Hazmat Certified employees shall be the same formula as that used in the initial calculation set out in the preceding paragraph, except 1) the then existing remaining balance of the FY 05/06 budgeted amount will be inserted in place of \$2680.00 and 2) the remaining number of pay periods in the fiscal year will be inserted in place of "26".

#### E. PARAMEDIC PAY

Section 1. Paramedic Pay will be paid out equally to all employees who are certified paramedics. All firefighters qualified will receive \$20.00 per month for FY 06/07 and \$25.00 per month for FY 07/08.

### ARTICLE 19

#### COMPENSATION

Section 1. The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

### ARTICLE 20

#### GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provision of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and reached agreements are set forth in this Agreement. Therefore, the City and the Association for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 4. The Employer agrees that it will not lay off any Fire Department personnel during the contract year July 1, 1996 to June 30, 1997, except in an emergency financial situation, which requires personnel from other departments to be laid off.

## ARTICLE 21

### EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2006 and shall continue through June 30, 2008.


Section 2. This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15<sup>th</sup> of the year prior to the time when modification of the contract is requested for the fiscal year beginning July 1, 2008 notice must be given prior to September 15, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by there duly authorized representatives this 29 day of March, 2006.

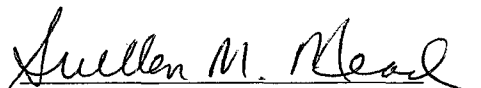
CITY OF FORT MADISON, IOWA

  
Mayor

FORT MADISON FIRE FIGHTERS  
ASSOCIATION, LOCAL NO. 607

  
Business Representative

ATTEST:

  
City Clerk

\_\_\_\_\_  
Business Representative



# APPENDIX A

## WAGE SCHEDULE

### July 1, 2006

<u>Classification</u>	<u>Beginning Rate</u>	After 6 Mon..	6 Months. Backup Eng.	After 18 Mon.	18 Months Backup Eng.	After 18 Mon Engineer
Fire Fighter						
(yearly)	27,010.74	31,256.26	31,473.95	37,623.47	37,841.16	38,056.73
(monthly)	2,250.90	2,604.69	2,2622.83	3,135.29	3,153.43	3,171.39

### July 1, 2007

Fire Fighter						
(yearly)	27,821.06	32,193.95	32,727.17	38,752.17	38,976.39	39,198.43
(monthly)	2318.42	2,682.83	2,727.26	3,229.35	3,248.03	3,266.53

Pay rate changes provided for by this Agreement shall take effect on the first day of the pay period which is closest to the date, before or after, of the event giving rise to the pay rate change.